

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

**MONIQUE TILLIS, Individually and  
On Behalf of All Similarly Situated  
Persons,**

***Plaintiff,***

**V.**

**GLOBAL FIXTURE SERVICES, INC.  
And DOLGENCORP OF TEXAS, INC.,**

***Defendants.***

~~~~~

**CIVIL ACTION NO. 4:19-cv-1059**

**GLOBAL FIXTURE SERVICES, INC.'S RESPONSE TO PLAINTIFF'S MOTION FOR  
CONDITIONAL CLASS CERTIFICATION AND NOTICE**

**TO THE HONORABLE KEITH P. ELLISON:**

**Global Fixture Services, Inc. (“Defendant” or “Global”) respectfully submits the following response to Plaintiff’s Motion for Conditional Class Certification and Notice:**

## I. INTRODUCTION

1. During the relevant time frame, Global performed services to Nationwide Retail Services as an independent contractor. In turn, Global performs its subcontract obligations by subcontracting to independent contractors. Global enters into independent contractor agreements with third parties. *See Declaration of Chris Estonactoc and attached exhibits.* The third party independent contractors independently submit bids in the form of independent contractor bid agreements. In the event the bid is accepted by Global, the parties enter into a project agreement. Upon completion of the project, the independent contractor submits an invoice to Global for the

bid amount, subject to any additional amounts charged pursuant to written change orders. A substantial portion of the services rendered by the independent contractors involved fixturing and merchandising services provided to Dollar General stores.

2. Global denies that Plaintiff and others who performed services were misclassified as independent contractors. Global further denies that Plaintiff and other co-workers were “employees” of Global and entitled to overtime premiums for hours they worked over 40 hours in a work week.

## **II. CONDITIONAL CLASS CERTIFICATION**

3. Global denies that the Plaintiff and putative class member are “employees” misclassified as independent contractors. Global also denies that it instructs subcontractors on the details of their jobs. (*See Declaration of Chris Estonactoc*).

4. Global does not believe the Declarations attached to Plaintiff’s Motion for Class Certification which contain almost identical conclusory hearsay statements regarding the interest of potential class members to opt in to the lawsuit adequately satisfies the standards required by *Lusardi v. Xerox*, 118 F.K.D. 351 (D.N.J. 1987).

## **III. GLOBAL’S OBJECTIONS TO PLAINTIFF’S REQUESTED NOTICE**

Global opposes the proposed order governing notice to give to it to class as follows:

5. Global opposes providing Plaintiff’s counsel with the email addresses and mobile telephone numbers on the basis that there has been no showing that those email addresses and mobile telephone numbers are necessary to adequately provide notice to any putative class members.

6. Global objects to the notice being forwarded to members of the class by email and by text notice.

7. Global opposes a second notice being forwarded 30 days after the first notice was sent.

8. Global opposes the 75-day time frame within which potential members of the class can file joint consents.

9. Global opposes the proposed notice prepared by Plaintiff's counsel wherein it states "if you join the lawsuit, you will not have to pay your lawyers out of your pocket, win or lose."

10. Global objects to the notice because it implies Global engaged in criminal conduct.

11. Global objects to the consent form proposed by Plaintiff's counsel because it does not advise potential class members that they have a right to be represented by separate counsel.

#### **IV. ARGUMENT AND AUTHORITIES**

##### **A. The Court Should Limit the Number of Ways Putative Class Members are Notified of This Suit.**

Plaintiff seeks to distribute notice by mail, email, and text messages. Multiple notice methodologies are harassing and an invasion of privacy of Global's former independent contractors. U.S. mail is the accepted method of distributing notice. *Barnhill v. TDJ Oilfield Servs., LLC*, 2017 U.S. Dist. LEXIS 219849, 2017 WL 8727482, at \*2 (W.D. Tex. Dec. 18, 2017) (ordering notice sent by mail). In the present case, Plaintiff has not demonstrated why mailing notices to the last known addresses of potential class members would not be sufficient to surprise them of a lawsuit. See also, *Ridley v. Regency Vill., Inc.*, 2018 U.S. Dist. LEXIS 42541, 2018 WL 1334813, at \*9 (S.D. Tex. Mar. 15, 2018) (order notice to be mailed and holding there was no reason to produce more than names, last known mailing address and dates of employment at the notice stage); *Moreno v. Nat'l Oilwell Varco, L.P.*, 2017 U.S. Dist. LEXIS 196199, 2017

WL 5904909, at \*8 (S.D. Tex. Nov. 29, 2017) (“Moreno fails to show that sending notices to the last-known-addresses would not be sufficient or why he needs this additional information.”); *Miles v. Illini State Trucking Co.*, 2017 U.S. Dist. LEXIS 3469, 2017 WL 86142, at \*6 (N.D. Tex. Jan. 10, 2017) (“no apparent reason to conclude that sending a letter to the person’s last known address would be inadequate.”)

**B. Plaintiff Does Not Explain Why Notice Should also be Distributed by Email.**

Courts do not automatically authorize notice by email. *Arceo v. Orta*, 296 F. Supp. 3d 818, 2017 U.S. Dist. LEXIS 180689, 2017 WL 4948535, at \*6 (N.D. Tex. 2017) (refusing to issue notice by email).

The mailing addresses for putative class members provided to Global are recent and putative class members will have sufficient time to receive notice, consult an attorney if needed, and choose whether to opt in to the lawsuit.

In the alternative, the Court should refuse to authorize email notice to putative class members unless those mailed notices came back undelivered. *Hernandez v. Helix Energy Sols. Grp., Inc.*, 2019 U.S. Dist. LEXIS 3476, 2019 WL 126904, at \*3 (S.D. Tex. Jan. 8, 2019) (requiring defendant to produce email addresses only for those putative class members whose notices were returned as undeliverable).

**C. Plaintiff Does Not Explain Why Notice Should also be Distributed by Text Message.**

The Court should not allow notice to putative class members via text message because text messages are a private method of communication. Many courts have acknowledged the intrusive nature of text messages. *Wingo v. Martin Transp., Inc.*, 2018 U.S. Dist. LEXIS 205416, 2018 WL 6334312, at \*10 (E.D. Tex. Dec. 5, 2018) (refusing to authorize notice by text message). *Aguirre v. Tastee Kreme #2, Inc.*, 2017 U.S. Dist. LEXIS 83944, 2017 WL 2999271,

at \*9 (S.D. Tex. Apr. 13, 2017) (notice by text message was not warranted and could be misleading). Despite the fact putative class members have provided Global with their phone numbers, it does not indicate their consent to receive text messages from an unrelated third party. Putative class members only provided their phone numbers to Global for contract-related communications. Putative class members also run the risk of incurring charges from text message communications. Sending notices by text may violate the Telephone Consumer Protection Act (“TCPA”). The TCPA generally prohibits text messages unless the caller has “prior express consent.” TCPA § 227(b)(1)(a).

**D. Plaintiff Has Not Demonstrated a Need for Reminder Notices.**

Plaintiff also requests permission to send a second copy of the notice and consent forms for 30 days after sending the first notice. This redundant notice is unnecessary. The Court must avoid communicating to absent class members any encouragement to join the suit or any approval of the suit on its merits. Courts should be hesitant to authorize duplicative notice because it may unnecessarily ‘stir up litigation’ or improperly suggest the Court’s endorsement of plaintiff’s claims. *In re: Wells Fargo Wage & Hour Empl. Practices Litig., Wage and Hour Emp’t Practices Litig. (No. III)*, 2013 U.S. Dist. LEXIS 70040, 2013 WL 2180014, at \*3 (S.D. Tex. May 17, 2013).

**E. A Sixty-Day Notice Period is Sufficient.**

Plaintiff also seeks 75 days for the putative plaintiffs to opt-in. Most courts appear to default to a notice of 60 days, unless potential plaintiffs are difficult to contact because of their location or other extenuating factors warrant additional time. *McCloud v. McClinton Energy Group, L.L.C.*, 2015 U.S. Dist. LEXIS 20374, 2015 WL 737024, at \*10 (W.D. Tex. Feb. 20, 2015). Plaintiff has provided no valid explanation of why a longer period is required.

**F. Plaintiff's Proposed Notice Contains Inflammatory Language.**

Global objects to Plaintiff's proposed notice wherein it states "the Court has not yet decided if Global broke the law." The notice should be modified to state "... violated federal law." As written, the notice infers that Global committed some form of criminal act which is not supported by Plaintiff's complaint.

**G. Notice Fails to Advise Putative Class Members of Their Right to Their Own Counsel.**

As written, Plaintiff's proposed notice acts as a solicitation for Plaintiff's counsel. In fact, putative class members have a right to contact any lawyer they choose, and the notice should be revised to inform them of their right to choose their own counsel. *Bradbury v. Transglobal Servs., LLC*, 2018 U.S. Dist. LEXIS 128709, 2018 WL 3603078, at \*5 (W.D. Tex. June 16, 2018). See also *Tolentino v. C & J Spec-Rent Servs.*, 716 F. Supp. 2d 642, 655, 2010 U.S. Dist. LEXIS 52789 (S.D. Tex. 2010).

**V. CONCLUSION**

If the Court grants conditional certification, the Court should allow notice to putative class members via U.S. mail only and establish a 60-day deadline for putative class members to opt in to the lawsuit. Putative class members should be provided a revised class notice in keeping with Global's objections.

Respectfully submitted:

/s/ Charles C. Frederiksen

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ATTORNEYS FOR DEFENDANT,  
GLOBAL FIXTURE SERVICES, INC.

**CERTIFICATE OF SERVICE**

I hereby certify that on July 19, 2019, I electronically filed a copy of the foregoing Certificate of Interested Parties and served it by electronic transmission through the Court's CM/ECF system.

Josef F. Buenker  
Vijay Pattisapu  
THE BUENKER LAW FIRM  
2060 North Loop West, Suite 215  
Houston, TX 77018

*Attorneys for Plaintiff*

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Nashville, TN 37219  
  
*Attorneys for Defendant Dolgencorp of Texas, Inc.*

/s/ Charles C. Frederiksen

Charles C. Frederiksen







6. Global Fixture Services, Inc. does not supervise and instruct subcontractors on the details of their jobs.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on the 18 day of July, 2019.



Chris Estonactoc

7/18/19

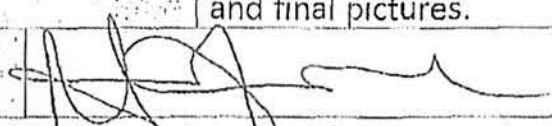
# EXHIBIT A

# Independent Contractor Bid Agreement

|                 |                                       |
|-----------------|---------------------------------------|
| Date            | 2/13/17                               |
| Submitted to    | Global Fixture Services               |
| Effective dates | 1/1/2017 – 12/31/2017                 |
| Project Name    | Dollar General – Remodel Installation |
| Contractor name | Monaque Jewell                        |
| Address         | 1213 Florence de Mallow Ga 30260      |
| Phone number    |                                       |
| Email address   |                                       |

## Description of Project

Complete remodel installation of owner's pre-designated store to owner's supplied prints and instructions. Remodel installation consists of completing planograms, fixtures, merchandise restocking, backroom/outside organization, floor plan, etc. Notify owner's agent of all remodel installation issues as they arise. Keep store neat, clean, and organized at all times. Independent Contractor must have required tools to complete remodel installation (see page 2 for independent contractor required tool list). Project payment is submitted upon verification of completion per owner's sign off including final checklist and final pictures.

|                                                                                              |                                                                                                                                                                                |                 |         |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------|
| Dollar amount for this bid agreement to include:                                             | All travel expenses, tools, and equipment needed for project completion                                                                                                        |                 |         |
| I propose to furnish labor and expenses to complete the above specifications for the sum of: |                                                                                                                                                                                | (1000) 1,100.00 |         |
| Payments are made as follows:                                                                | Project payment is submitted upon verification of completion per owner's sign off including final checklist and final pictures.                                                |                 |         |
| Contractor's Signature:                                                                      |                                                                                            | Date:           | 2/13/17 |
| Acceptance of Proposal:                                                                      | The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as listed above. |                 |         |
| Owner's Signature:                                                                           |                                                                                                                                                                                | Date:           |         |

## **GLOBAL FIXTURE SERVICES INC. – Independent Contractor Agreement**

### **1. Services to Be Performed**

Contractor agrees to perform the services described in INDEPENDENT CONTRACTOR BID AGREEMENT, which is attached to this document.

### **2. Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates: See Independent Contractor bid agreement attached.

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

### **3. Expenses**

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

### **4. Vehicles and Equipment**

Contractor will furnish all vehicles, tools, and materials used to provide the services required by this Agreement.

### **5. Independent Contractor Status**

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

☒ Contractor has the right to perform services for others during the term of this Agreement

☒ Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

☒ The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

☒ Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

☒ Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

Independent Contractor initials and date here: MSA 2/13/17



## **GLOBAL FIXTURE SERVICES INC. – Independent Contractor Agreement**

### **6. Business License, Permits, and Certificates**

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

### **7. State and Federal Taxes**

Client will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- Make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement- including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

### **8. Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

### **9. Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

### **10. Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by the law and provide Client with a certificate of workers' compensation insurance before the employees begin work.

### **11. Insurance**

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply]

☒ [X] Automobile liability insurance for each vehicle used in the performance of this Agreement – including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles

## **GLOBAL FIXTURE SERVICES INC. – Independent Contractor Agreement**

– in the minimum amount combined single limit per occurrence for bodily injury and property damage.  
[X] Comprehensive or commercial general liability insurance coverage. Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

### **12. Indemnification**

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

### **13. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Contractor completes the services required by this Agreement
- December 31<sup>st</sup>, 2017 or
- The date a party terminates the Agreement as provided below

### **14. Terminating the Agreement**

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- A material violation of this Agreement, or
- Any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving written notice to the other party of the intent to terminate.

### **15. Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

### **16. Modifying the Agreement**

This Agreement may be modified only by writing signed by both parties.

### **17. Resolving Disputes**

If a dispute arises under this Agreement, any party may take the matter to Texas state court, jurisdiction of the county of.

### **18. Confidentiality**

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party of misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either

## **GLOBAL FIXTURE SERVICES INC. – Independent Contractor Agreement**

during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- Business of marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information.
- Information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business. Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise advisable by law.

### **19. Proprietary Information**

- A. The product of all work performed under this Agreement ("Work Product"), including without limitations all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.
- B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

### **20. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

Independent Contractor initials and date here: 2/13/17 MJ



## **GLOBAL FIXTURE SERVICES INC. – Independent Contractor Agreement**

### **21. Assignment and Delegation**

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

### **22. Applicable Law**

This Agreement will be governed by Texas law, without giving effect to conflict of laws principles.

### **Signatures**

**Client/Owner:** \_\_\_\_\_

**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Contractor:**

**Printed Name**

**Signature**

**Date**

**Attachments: [X] INDEPENDENT CONTRACTOR BID AGREEMENT**

**Independent Contractor Initials and date here:** \_\_\_\_\_

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Monique Jewell**

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☒ Individual/sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Other (see instructions) ▶  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)  
**6215 Florence Dr**

6. City, state, and ZIP code  
**Morrow Ga 30260**

7. List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

8. Social security number  
[Redacted]

9. Employer identification number  
[Redacted]

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here: [Signature]  
Date: **2/13/17**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Exemption of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any payment of income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# EXHIBIT B

| PROJECT DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <p>The customer is defined as the owner of this project and pre-designated store location. Work scope is to complete remodel installation of customer's pre-designated store to customer's supplied prints and instructions provided by onsite customer agent. Customer reserves the right to modify direction and instructions during the process and requires store to be neat, clean, and organized to comply with safety standards. Notify customer's onsite agent of all remodel installation issues as they arise. Daily and Final reports updates, checklists, and pictures must be emailed to dgupdates@dailyreporting.net. Due to existing merchandise asset inventory located in store location during remodel project, the customer has required specific work hours which correlate with store management presence.</p> |             |
| <p>Project payment is available a minimum of 7 days or more upon verification of project completion per customer's agent sign off including final checklist and final pictures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
| <p>Owner required start date of (01/19/2019) must complete by EOD (01/24/2019)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |
| <p>Owner requires start time as listed below by day. Start times may adjust based on project needs.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |
| <p>NA</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |
| <p>Sunday start time - 9:45AM</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |
| <p>Monday start time - 7:45AM</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |
| <p>Tuesday - Friday start time - 6:45AM</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |
| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | AMOUNT      |
| Remodel Installation Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 1,125.00 |
| <p>All-inclusive (Including all required tools)<br/>           not to exceed (NTE) contract Price to complete fixture/installation</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |
| Purchase Order Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 1,125.00 |



Subcontractor

Subcontractor hereby agrees to the following terms and conditions upon acceptance and acknowledgement of this Purchase Order:

**Purchase Order-** Subcontractor shall fully execute and furnish a signed copy of the Purchase Order prior to commencement of project

**Final Payment-** Final payment to Subcontractor is based upon successful completion of the terms and conditions of this Purchase Order

**Company Owned Equipment-** In the event independent contractors are unable to provide equipment needed to complete the project work scope and the company provides equipment for completion, the independent contractor(s) are responsible for repair or replacement of equipment should equipment become damaged or lost

**Project Management-** Subcontractor will call Global Fixture Services, Inc (Global Fixture Services) corporate office and Project Manager from the jobsite in the event any issues arise (i.e. damages, delays, downtime, additional requested work, etc...)

**Visual/Written Communication-** Completion photos and installation evaluations/signoffs must be submitted to Global Fixture Services Inc. office before payment will be issued for work performed

**Change Orders-** Subcontractor will not commence any additional work without prior written receipt of a change order executed by a Global Fixture Services Operations Manager

**Non-Solicitation-** Subcontractor will not solicit any Global Fixture Services, Inc. client, vendor or other party present on a Global Fixture Services job for any business, venture or activity while present on the job. Subcontractor will not knowingly solicit business or sales from any customer, client or account of Global Fixture Services, Inc.

**Insurance -** Subcontractor agrees to maintain statutory Workers' Compensation and Commercial General Liability insurance in force with General Liability limits of \$1,000,000/2,000,000. Subcontractor's Commercial General Liability policy shall name Global Fixture Services Inc. as the certificate holder and as primary additional insured.

**Proprietary/Confidentiality/Non-Disclosure Agreement -** All documentation, photos, plans, lists, or other information associated with the performance of work for Global Fixture Services, Inc. shall be considered proprietary and confidential to Global Fixture Services and/or its customer, and may not be shared or disclosed to third parties without prior written permission from Global Fixture Services Inc.

**Indemnification:** To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify, and hold harmless Global Fixture Services, Inc. and their directors, officers, employees, and authorized representatives and assigns of each from and against any and all liabilities, losses, claims, suits, actions, legal or administrative proceedings, debts, demands, damages, and expenses, including defense costs and attorney's fees, interest and costs arising out of or related to this Contract and/or the Work performed hereunder.

**Non-Compliance-** In the event of subcontractor's failure to comply with this agreement, Global Fixture Services Inc. reserves the right to take whatever actions deemed necessary to complete the subcontractor's contractual obligations at the subcontractor's sole expense. Subcontractor agrees that twenty-four (24) hours written notice constitutes final and adequate notification of breach of this agreement.

**Disputes-** Subcontractor agrees that any dispute arising out of this agreement shall be arbitrated under the laws of the State of Texas in Kaufman County, TX.

# EXHIBIT C

**FROM:** Monique Tillis  
18203 Westfield Place Dr  
Houston TX

**INVOICE**

2019

Invoice Order # DG 12819 Lithonia GA

Date: 24-Jan-19

Date Due: 1-Feb-19

**TO:**  
Global Fixture Services Inc  
1527 W. State Highway 114  
Grapevine TX 76051  
Phone 817-865-6940 Fax 888-362-7324

**FOR:**  
DG 12819 Lithonia GA  
4570 Klondike Rd  
Lithonia GA 30038

**PROJECT DESCRIPTION**

The customer is defined as the owner of this project and pre-designated store location. Work scope is to complete remodel installation of customer's pre-designated store to customer's supplied prints and instructions provided by onsite customer agent. Customer reserves the right to modify direction and instructions during the process and requires store to be neat, clean, and organized to comply with safety standards. Notify customer's onsite agent of all remodel installation issues as they arise. Daily and Final reports updates, checklists, and pictures must be emailed to dgupdates@dailyreporting.net. Due to existing merchandise asset inventory located in store location during remodel project, the customer has required specific work hours which correlate with store management presence.

Project payment is available a minimum of 7 days or more upon verification of project completion per customer's agent sign off including final checklist and final pictures.

Owner required start date of (01/19/2019) must complete by EOD (01/24/2019)

Owner requires start time as listed below by day. Start times may adjust based on project needs.

NA

Sunday start time - 9:45AM

Monday start time - 7:45AM

Tuesday - Friday start time - 6:45AM

| DESCRIPTION                 |  | AMOUNT             |
|-----------------------------|--|--------------------|
| Installation Services       |  |                    |
| 0                           |  | \$ 1,125.00        |
| 0                           |  | \$                 |
| 0                           |  | \$                 |
| <b>Purchase Order Total</b> |  | <b>\$ 1,125.00</b> |



January 18, 2019

Subcontractor

Date

Global Fixture Services Inc

Date

Monique Tillis  
PRINTED NAME